

TERMS AND CONDITIONS

Use of the Platform/ Services

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the **Anudip Foundation For Social Welfare** website located at www.anudip.org, and all associated sites linked to www.anudip.org, or any similar platform (hereinafter collectively, the **Anudip Platform**, having its registered office at Cimsys Towers, 3rd Floor, Plot Y-13, Block-EP, Sector-5, Salt Lake, PS: Bidhan Nagar (EAST), Kolkata-700091 and headquartered at Cimsys Towers, 3rd Floor, Plot Y-13, Block-EP, Sector-5, Salt Lake, PS: Bidhan Nagar (EAST), Kolkata-700091 (hereinafter collectively, **Anudip Foundation For Social Welfare**) on any device and/or before availing any services offered by Anudip on the Anudip Platform which may include services such as donation or contribution or any other service that may be offered by Anudip Foundation on the Anudip Platform (hereinafter individually, and collectively, the **Anudip Services**). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Anudip Services, whether offered by Anudip Foundation for Social Welfare.

Acceptance

By registering on, accessing, browsing, downloading or using the Anudip Platform for any general purpose or for the specific purpose of availing any Anudip Service, You agree to be bound by the single-sign-on ID (hereinafter **SSOID**) terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each Anudip Service (hereinafter collectively, the **T&Cs**). These T&Cs shall also include any additional or modified terms and conditions in relation to the SSOID or any additional or modified service-specific terms and conditions in relation to any Anudip Service or any future service that may be offered by Anudip on the Anudip Platform. By registering on, accessing, browsing, downloading or using (as applicable) the Anudip Platform or availing any Anudip Service or the SSOID, You automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of the T&Cs or do not wish to be bound by the T&Cs, You may not access, browse or use the Anudip Platform and immediately terminate Your availing the Anudip Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter **Agreement**) between You, being at least 18 years of age and an individual user of the Anudip Platform or a customer, donor or beneficiary of the Anudip Services, and Anudip. All services are rendered by Anudip through the Anudip Platform under the brand name "Anudip Foundation" (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, Anudip, regarding Your use of Anudip's digital services (which includes donation and contribution), or any such other services which may be added on the Anudip Platform and which will henceforth be a Anudip Service, from time to time. The Anudip Services shall be used by You subject to Your adherence with the T&Cs. As long as You accept and comply with these T&Cs, Anudip grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the Anudip Platform and/or avail the Anudip Services.

Indemnification

You agree to indemnify, save, and hold Anudip, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the Anudip Services or of the Anudip Platform; (ii) any violation by You of this Agreement or the SSOID Agreement; or (iii) any breach of the representations, warranties, and covenants made by You herein. Anudip reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Anudip, including rights to settle, and You agree to cooperate with Anudip's defense and settlement of these claims. Anudip will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, Anudip Foundation and its third-party partners disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from Anudip or through the Anudip Services or the Anudip Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, You expressly acknowledge that as used in this section, the term “Anudip” includes Anudip's officers, directors, employees. You acknowledge that Anudip Foundation (www.anudip.org) is a purely social not for profit enterprise, registered under section 8 of the Companies Act, 2013 and is not liable for any third party (telecom companies, mobile operators or suppliers) obligations due to rates, quality and all other instances, whether to any such telecom companies' subscribers or otherwise. You expressly agree that use of the Anudip Services on the Anudip Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. Anudip does not warrant that the Anudip Services will be uninterrupted or error-free or that defects in the site will be corrected. The Anudip Services and the Anudip Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an “as is” and “as available,” “with all faults” basis and without warranties or representations of any kind either express or implied. Anudip, and its partners do not warrant that the data, Anudip software, functions, or any other information offered on or through the Anudip Services/ Anudip Platform or any reference sites/platforms/apps/services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. Anudip and its licensors, and partners do not warrant or make any representations regarding the use or the

results of the use of the Anudip Services/ Anudip Platform or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through the Anudip Services/ Anudip Platform or any reference sites/platforms/apps/services at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event will Anudip be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Anudip Platform.

Ownership; Proprietary Rights

The Anudip Services and the Anudip Platform are owned and operated by Anudip Foundation for Social Welfare. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), services, and all other elements of the Anudip Services and the Anudip Platform provided by Anudip Foundation for Social Welfare are protected by international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and Anudip, all services and programs contained on the Anudip Platform are the property of Anudip Foundation for Social Welfare. You agree not to remove, obscure, or alter Anudip or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Anudip Services/ Anudip Platform. Except as expressly authorized by Anudip, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the services. Anudip reserves all rights not expressly granted in this Agreement. If You have comments regarding the Anudip Services and/or the Anudip Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to Anudip, and shall assign to Anudip, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any Anudip Service or the Anudip Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Anudip may elect

to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You or Anudip may seek any interim or preliminary relief from a court of competent jurisdiction in Kolkata necessary to protect the rights or the property belonging to You or Anudip (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Anudip may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and Anudip. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against Anudip must be resolved by a court having jurisdiction in Kolkata, India. You agree to submit to the personal jurisdiction of the courts located within Kolkata, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

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